

TOM H. CONNOLLY

Trustee

390 Interlocken Crescent, Suite 490
Broomfield, Colorado 80021

Telephone: (303) 661-9292

Facsimile: (303) 661-9555

Email: tom@crlpc.com

May 17, 2007

S.W. Shattuck Chemical Company, Inc.
c/o John D. Faught, Esq.
JOHN FAUGHT & ASSOCIATES, P.C.
379 Detroit Street
Denver, CO 80206

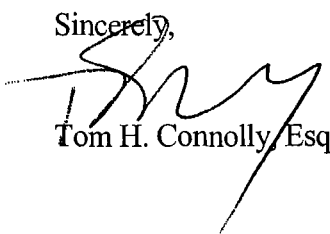
Re: *United States of America and the State of Colorado v.*
S.W. Shattuck Chemical Company (Case No. 01-D-2404)
The Redevelopment Trust

Dear John D. Faught, Esq.:

Pursuant to Article 8 of The Redevelopment Trust Agreement dated September 5, 2002, enclosed please find the Final Report and Accounting and Termination of Trust. Also enclosed you will find Check No. 126 in the amount of \$14,253.93, payable to S.W. Shattuck Chemical Company, Inc. This check represents the remaining balance of the initial Trust Fund remitted to The Redevelopment Trust on September 26, 2002.

This concludes my services as Trustee of The Redevelopment Trust. Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,


Tom H. Connolly, Esq.

THC:mls
Enclosures
cc: Region 8 – Environmental Protection Agency

Refund of Remaining Balance
of Trust Fund, Per Paragraph 4.02 of the
Redevelopment Trust Agreement

Tom H. Connolly, Trustee
390 Interlocken Crescent, Suite 490
Broomfield, CO 80021

BANK OF AMERICA, N.A.

CUSTOMER CONNECTION

32-1/1110 TX

0

CHECK NUMBER

126

05/16/07

*****14,253.93

1614667

PAY TO THE ORDER OF

S.W. Shattuck Chemical Company, Inc.

Fourteen Thousand Two Hundred Fifty Three Dollars And 93/100

01-D-2404 XXX Debtor: REDEVELOPMENT TRUST

RECEIVER/TRUSTEE/DEBTOR IN POSSESSION/ASSIGNEE
THIS CHECK VOID AFTER 90 DAYS

⑈000126⑈ ⑆111000012⑆ 3754954098⑈

Date: 05/16/07	Check Number: 126	Amount: 14,253.93
Case Number: 01-D-2404 XXX Debtor Name: REDEVELOPMENT TRUST SSN: - -		
Paid To: S.W. Shattuck Chemical Company, Inc.	Trustee: Tom H. Connolly, Trustee 390 Interlocken Crescent, Suite 490 Broomfield, CO 80021	
Description: Refund of Remaining Balance of Trust Fund, Per Paragraph 4.02 of the Redevelopment Trust Agreement		
Bank Account Number: 3754954098		

Redevelopment Trust

Final Report and Accounting And Termination of Trust

Final Report and Accounting to the United States Environmental Protection Agency ("EPA") in accordance with Article VII of The Redevelopment Trust Agreement dated September 5, 2002 (the "Trust Agreement"). The Trust Agreement was created pursuant to the Consent Decree between the *United States of America and the State of Colorado v. The S.W. Shattuck Chemical Company, Inc.*, in Civil Action No. 01-D-2404, under which Tom H. Connolly, was appointed Trustee of The Redevelopment Trust (the "Redevelopment Trust"). In support of his Final Report and Accounting, Trustee states as follows:

TRUST PROPERTY

Contributions to the Redevelopment Trust included:

1. \$50,000 paid to the Redevelopment Trust on October 16, 2002 by S.W. Shattuck Chemical Company, Inc. as initial funding pursuant to Paragraph 10 of the Consent Decree (referred to herein as the "Initial Fund"); and
2. Real property described as vacant land located at 1805-1875 S. Bannock Street, Denver, Colorado 80223 (referred to herein as Real Property").

The Initial Fund and Real Property are collectively referred to herein as the "Trust Property."

TRUSTEE'S DUTIES

1. Manage, Maintain and Facilitate Sale of Trust Property. Trustee's duties as set forth in the Trust Agreement include, but were not limited to, manage and maintain Trust Property, to retain appropriate professionals to market the Real Property and to take necessary actions to facilitate the sale of Real Property.
2. Disburse Trust Assets. In accordance with the Paragraph 4.02 of the Trust Agreement and within fifteen days after closing of the sale of Real Property Trustee shall (a) disburse the net sale proceeds from the sale of Real property to EPA's Denver Radium/OU VIII-Shattuck Special Account and (b) refund the remaining balance of the Initial Fund after payment of Trustee's fee (as set forth in Section 8.04 of the Trust Agreement) and authorized administrative expenses to S.W. Shattuck Chemical Company, Inc.

RECEIPTS AND DISBURSEMENTS

Attached hereto as **Exhibit A**, is the Cash Receipts and Disbursement Record for the Trust. The Receipts and Disbursement Record reflect a total of \$1,628,995.42 has been deposited into the Redevelopment Trust bank account and a total of \$77,099.73 has been disbursed.

Receipts include deposit of the Initial Fund in the amount of \$50,000, \$1,574,637.11 as the proceeds from the sale of Real Property, \$3,403.15 refund of post adjusted real estate commissions and earned interest in the amount of \$955.16.

Disbursements necessary to maintain and manage the Real Property prior to sale include payment of real property taxes, costs related to a storm drain, rezoning fees, appraisal and survey fees, water bills, hydro seed costs, and miscellaneous legal fees and costs (insurance, etc.).

On October 24, 2006, the Redevelopment Trust entered into a Contract to Buy and Sell Real Estate (Vacant Land – Farm – Ranch) (the “Contract”). Under the Contract the Real Property was to be sold to Cook 363, LLC (with right to assign) for a total purchase price of \$1,698,840.00 subject to adjustment after survey. The purchase price was based upon the Real Property consisting of 261,360 net square feet multiplied by a fair market value of \$6.50 per square foot. The Seller’s Final Closing Statement dated May 3, 2007 (the “Closing Statement”), as prepared by Stewart Title of Denver, Inc. is attached hereto as **Exhibit B**. The Closing Statement provides a detail of certain costs such as real estate broker commissions, property taxes, title fees/closing costs and Redevelopment Trust’s legal fees which were paid from proceeds of sale. The initial closing was conducted at the Contract price of \$1,698,840.00, subject to adjustment.

After closing, Redevelopment Trust and Cook 363, LLC adjusted the purchase price based upon the survey of the Real Property which established the actual size of the Real Property at 253,780.56 net square feet. The adjustment was made in accordance with a provision in the Contract for the appropriate price adjustment in the event the survey reflected the size of the Real Property to be greater or lesser than 261,360 net square feet. A post-closing adjustment was memorialized by a Post-Closing Purchase Price Adjustment Agreement, a copy of which is attached hereto as **Exhibit C**. Pursuant to the Post-Closing Purchase Price Adjustment Agreement, SLT Investment, LLC, an assignee to Cook 363, LLC was credited an amount equal to the difference of 261,360 and 253,780.56 net square feet multiplied by \$6.50 – or \$49,266.36. Corresponding reductions were made in the real estate commissions paid and a refund was obtained.

Final disbursements made in accordance with Paragraph 4.02 of the Trust Agreement have been made in the following manner (a) Check No. 125 in the amount of \$154,989.56 has been remitted to Trustee in payment of his commissions, (b) Check No. 126 in the amount of \$14,253.93 to S.W. Shattuck Chemical Company, Inc. and (c) Check No. 127 in the amount of \$1,380,652.20 paid to the EPA Denver Radium/OU VIII-Shattuck Special Account.

TRUSTEE DISTRIBUTIONS

The amount for which Trustee has been paid is based upon the provisions set forth in Paragraph 8.04 - Trustee' Compensation and Exhibit A of the Trust Agreement providing for Trustee compensation of 10% of the net proceeds received by the Trust from the sale of the Real Property; and 10% of the Initial Fund remaining at the time of the distribution,

Based on the foregoing, Trustee has calculated distributions as follows:

Sale Proceeds (after post-closing adjustment)	\$1,649,573.64
Less broker commission (after post-closing adjustment)	<u>(115,515.65)</u>
Total net proceeds received by Trust	\$1,534,057.99
Less Trustee's commission	<u>(153,405.79)</u>
Payable to EPA Denver Radium/OU VIII-Shattuck	\$1,380,652.20
Initial Fund	\$50,000.00
Plus earned interest	955.16
Less management costs	(33,117.46)
Less reserve for final tax returns	<u>(2,000.00)</u>
Remaining balance of Initial Fund	\$15,837.70
Less Trustee's commission	<u>(1,583.77)</u>
Payable to S.W. Shattuck Chemical Company	\$14,253.93

TERMINATION

Pursuant to Paragraph 4.03 of the Trust Agreement, the Trust Property has been sold and conveyed, the liquidated assets have been properly disbursed and the final account herein has been provided. By signing below, Trustee acknowledges that he has complied with and has fulfilled his obligations as set forth in the relevant provisions of the Trust Agreement and the Consent Decree, and further deems that the Trust is hereby terminated.

Date: May 16, 2007.

By: _____

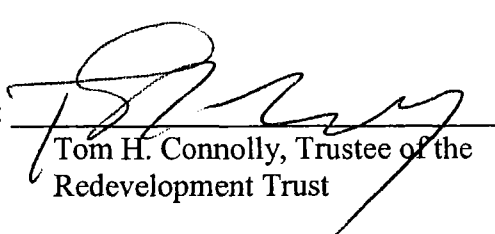

Tom H. Connolly, Trustee of the
Redevelopment Trust

Exhibit A

REDEVELOPMENT TRUST
ESTATE CASH RECEIPTS AND DISBURSEMENTS RECORD

Page: 1

Case No: 01-D-2404 XXX
Case Name: REDEVELOPMENT TRUST

Trustee Name: TOM H. CONNOLLY
Bank Name: Bank of America, N.A.
Account Number / CD #: *****4098 BofA Money Market

Taxpayer ID No: *****1900
For Period Ending: 05/16/07

Blanket Bond (per case limit): \$ 10,000,000.00
Separate Bond (if applicable):

1	2	3	4	5	6	7
Transaction Date	Check or Reference	Paid To / Received From	Description Of Transaction	Deposits (\$)	Disbursements (\$)	Account / CD Balance (\$)
			BALANCE FORWARD			0.00
10/16/02		DENVER RADIUM SUPERFUND SITE OPERABLE UNIT VIII, S.W. SHATTUCK CHEMICAL CO., INC.	Initial Fund	50,000.00		50,000.00
10/31/02	1	NationsBank, N.A.	Interest Rate 1.200	23.01		50,023.01
11/29/02	1	NationsBank, N.A.	Interest Rate 0.850	40.70		50,063.71
12/31/02	1	NationsBank, N.A.	Interest Rate 0.850	36.14		50,099.85
01/31/03	1	NationsBank, N.A.	Interest Rate 0.850	36.15		50,136.00
02/28/03	1	NationsBank, N.A.	Interest Rate 0.850	32.67		50,168.67
03/31/03	1	NationsBank, N.A.	Interest Rate 0.500	22.73		50,191.40
04/30/03	1	NationsBank, N.A.	Interest Rate 0.500	20.61		50,212.01
05/30/03	1	NationsBank, N.A.	Interest Rate 0.500	21.29		50,233.30
06/30/03	1	NationsBank, N.A.	Interest Rate 0.500	20.62		50,253.92
07/31/03	1	NationsBank, N.A.	Interest Rate 0.200	8.52		50,262.44
08/29/03	1	NationsBank, N.A.	Interest Rate 0.200	8.53		50,270.97
09/30/03	1	NationsBank, N.A.	Interest Rate 0.200	8.25		50,279.22
10/24/03	000101	Treasurer, City and County of Denver P.O. Box 17420 144 W. Colfax Avenue Denver, CO 80217-0420	Payment of Property Tax Parcel ID: 05226-14-001-000		18.40	50,260.82
10/24/03	000102	Treasurer, City and County of Denver P.O. Box 17420 144 W. Colfax Avenue Denver, CO 80217-0420	Payment of Property Tax Parcel ID: 05226-15-001-000		1,627.19	48,633.63
* 10/24/03	000103	City and County of Denver P.O. Box 17827 Denver, CO 80217	Payment of Invoice Dated 6/4/03 Acct No. 70-0522615001000		1,762.82	46,870.81
10/31/03	1	NationsBank, N.A.	Interest Rate 0.200	8.50		46,879.31
11/28/03	1	NationsBank, N.A.	Interest Rate 0.200	7.98		46,887.29
12/31/03	1	NationsBank, N.A.	Interest Rate 0.100	4.13		46,891.42

Page Subtotals

50,299.83

3,408.41

REDEVELOPMENT TRUST
ESTATE CASH RECEIPTS AND DISBURSEMENTS RECORD

Page: 2

Case No: 01-D-2404 XXX
Case Name: REDEVELOPMENT TRUST

Trustee Name: TOM H. CONNOLLY
Bank Name: Bank of America, N.A.
Account Number / CD #: *****4098 BofA Money Market

Taxpayer ID No: *****1900
For Period Ending: 05/16/07

Blanket Bond (per case limit): \$ 10,000,000.00
Separate Bond (if applicable):

1	2	3	4	5	6	7
Transaction Date	Check or Reference	Paid To / Received From	Description Of Transaction	Deposits (\$)	Disbursements (\$)	Account / CD Balance (\$)
01/30/04	1	NationsBank, N.A.	Interest Rate 0.100	4.11		46,895.53
02/27/04	1	Bank of America, N.A.	Interest Rate 0.100	3.85		46,899.38
03/31/04	1	Bank of America, N.A.	Interest Rate 0.100	4.12		46,903.50
04/30/04	1	Bank of America, N.A.	Interest Rate 0.100	3.98		46,907.48
05/28/04	1	Bank of America, N.A.	Interest Rate 0.100	4.11		46,911.59
06/30/04	1	Bank of America, N.A.	Interest Rate 0.100	3.99		46,915.58
07/16/04	000104	City and County of Denver Wastewater Management Division P.O. Box 17827 Denver, CO 80217	Payment of Storm Drainage Service Charge Per Invoice dated June 3, 2004 on account number 70-0522615001000		2,115.38	44,800.20
07/30/04	1	Bank of America, N.A.	Interest Rate 0.100	4.06		44,804.26
08/31/04	1	Bank of America, N.A.	Interest Rate 0.100	3.94		44,808.20
09/30/04	1	Bank of America, N.A.	Interest Rate 0.100	3.81		44,812.01
10/29/04	1	Bank of America, N.A.	Interest Rate 0.100	3.93		44,815.94
11/30/04	1	Bank of America, N.A.	Interest Rate 0.100	3.81		44,819.75
12/31/04	1	Bank of America, N.A.	Interest Rate 0.100	3.94		44,823.69
01/31/05	1	Bank of America, N.A.	Interest Rate 0.100	3.95		44,827.64
02/28/05	1	Bank of America, N.A.	Interest Rate 0.250	8.92		44,836.56
03/31/05	1	Bank of America, N.A.	Interest Rate 0.250	9.87		44,846.43
04/29/05	1	Bank of America, N.A.	Interest Rate 0.250	9.55		44,855.98
05/13/05	000105	Denver Manager of Revenue	Payment of Application for ReZoning		3,500.00	41,355.98
05/31/05	1	Bank of America, N.A.	Interest Rate 0.250	9.67		41,365.65
06/30/05	1	Bank of America, N.A.	Interest Rate 0.250	8.84		41,374.49
07/18/05	000106	City and County of Denver Treasury Division P.O. Box 17420 144 W. Colfax Avenue Denver, CO 80217	Payment of Property Tax Parcel ID 05226-15-001-000		2,105.37	39,269.12
07/29/05	1	Bank of America, N.A.	Interest Rate 0.250	8.98		39,278.10
08/09/05	000107	Treasurer	Parcel Id. No. 05226-15-001-000		21.59	39,256.51

Page Subtotals

107.43

7,742.34

REDEVELOPMENT TRUST
ESTATE CASH RECEIPTS AND DISBURSEMENTS RECORD

Page: 3

Case No: 01-D-2404 XXX
Case Name: REDEVELOPMENT TRUST

Trustee Name: TOM H. CONNOLLY
Bank Name: Bank of America, N.A.
Account Number / CD #: *****4098 BofA Money Market

Taxpayer ID No: *****1900

For Period Ending: 05/16/07

Blanket Bond (per case limit): \$ 10,000,000.00

Separate Bond (if applicable):

1	2	3	4	5	6	7
Transaction Date	Check or Reference	Paid To / Received From	Description Of Transaction	Deposits (\$)	Disbursements (\$)	Account / CD Balance (\$)
		City and County of Denver Treasury Division 144 W. Colfax Avenue Denver, CO 80202	Payment of Real Property Tax			
08/31/05	1	Bank of America, N.A.	Interest Rate 0.600	20.85		39,277.36
09/30/05	1	Bank of America, N.A.	Interest Rate 0.600	20.18		39,297.54
10/11/05	000108	CONNOLLY ROSANIA & LOFSTEDT, P.C. 390 Interlocken Crescent, Suite 490 Broomfield, CO 80021	Payment of expenses incurred for cost incurred to provide adequate signage (Alphagraphics Invoice No. 438-46780)		96.84	39,200.70
10/31/05	1	Bank of America, N.A.	Interest Rate 0.600	20.84		39,221.54
11/18/05	000109	BRENDA DAVIS	Expense Reimbursement Posting of signs re: rezoning.		50.80	39,170.74
11/30/05	1	Bank of America, N.A.	Interest Rate 0.600	20.14		39,190.88
12/30/05	1	Bank of America, N.A.	Interest Rate 0.600	20.80		39,211.68
01/31/06	1	Bank of America, N.A.	Interest Rate 0.600	20.81		39,232.49
02/28/06	1	Bank of America, N.A.	Interest Rate 1.000	29.10		39,261.59
03/31/06	1	Bank of America, N.A.	Interest Rate 1.000	34.71		39,296.30
04/28/06	1	Bank of America, N.A.	Interest Rate 1.000	33.61		39,329.91
05/09/06	000110	Treasurer, City and County of Denver Treasury Division P.O. Box 17420 144 W. Colfax Avenue Denver, CO 80217-0420	Parcel No. 05226-15-001-000		19.39	39,310.52
05/09/06	000111	Cytoskeleton 1830 S. Acoma Street Denver, CO 80223	CVC File No. 10318 Payment of 1/2 appraisal fee		325.00	38,985.52
05/31/06	1	Bank of America, N.A.	Interest Rate 1.000	34.63		39,020.15
06/30/06	1	Bank of America, N.A.	Interest Rate 1.000	33.37		39,053.52
07/26/06	000112	City and County of Denver Attn: Wastewater Management Division	Acct. No. 70-0522614001000		137.56	38,915.96

Page Subtotals

289.04

629.59

REDEVELOPMENT TRUST
ESTATE CASH RECEIPTS AND DISBURSEMENTS RECORD

Page: 4

Case No: 01-D-2404 XXX
Case Name: REDEVELOPMENT TRUST

Trustee Name: TOM H. CONNOLLY
Bank Name: Bank of America, N.A.
Account Number / CD #: *****4098 BofA Money Market

Taxpayer ID No: *****1900
For Period Ending: 05/16/07

Blanket Bond (per case limit): \$ 10,000,000.00
Separate Bond (if applicable):

1	2	3	4	5	6	7
Transaction Date	Check or Reference	Paid To / Received From	Description Of Transaction	Deposits (\$)	Disbursements (\$)	Account / CD Balance (\$)
		P.O. Box 17827 Denver, CO 80217-0827				
07/31/06	1	Bank of America, N.A.	Interest Rate 1.000	34.50		38,950.46
08/31/06	1	Bank of America, N.A.	Interest Rate 1.000	34.41		38,984.87
09/01/06	000113	Coal Creek Hydroseed Inc. 2412 Elkhorn Ranch Street Parker, CO 80135			3,000.00	35,984.87
09/28/06	000114	Auto Owners Insurance Company	Shattuck Vacant Land Policy		161.00	35,823.87
09/29/06	1	Bank of America, N.A.	Interest Rate 1.000	31.66		35,855.53
10/05/06	000115	Coal Creek Hydroseed, Inc. 2412 Elkhorn Ranch Street Parker, CO 80138	Shattuck Site - Invoice No. 1005		6,000.00	29,855.53
10/05/06	000116	Denver Water P.O. Box 173343 Denver, CO 80217-3343	Acct. No. 10400745-01-5		306.19	29,549.34
10/26/06	000117	Coal Creek Hydroseed, Inc. 2412 Elkhorn Ranch Steet Parker, CO 80138			2,000.00	27,549.34
10/31/06	1	Bank of America, N.A.	Interest Rate 1.000	28.20		27,577.54
11/30/06	1	Bank of America, N.A.	Interest Rate 1.000	23.93		27,601.47
12/29/06	1	Bank of America, N.A.	Interest Rate 1.000	24.73		27,626.20
01/04/07	000118	Denver Water	Payment of Acct. 10400745-01-5		252.45	27,373.75
01/04/07	000119	DUFFORD & BROWN, P.C. 1700 BROADWAY, SUITE 2100 DENVER, CO 80290-2101	Payment of Invoice No. 34321		290.00	27,083.75
01/31/07	1	Bank of America, N.A.	Interest Rate 1.000	24.47		27,108.22
02/01/07	000120	Denver Water P.O. Box 173343 Denver, CO 80217-3343	Acct. No. 10400745-01-5		31.23	27,076.99
02/01/07	000121	Accurate EngiSurv, LLC	Project No. 1SHA1001, Inv. No. 1		5,275.00	21,801.99

Page Subtotals

201.90

17,315.87

REDEVELOPMENT TRUST
ESTATE CASH RECEIPTS AND DISBURSEMENTS RECORD

Page: 5

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Account Number / CD #: *****4098 BofA Money Market

Taxpayer ID No: *****1900
For Period Ending: 05/16/07

Blanket Bond (per case limit): \$ 10,000,000.00
Separate Bond (if applicable):

1	2	3	4	5	6	7
Transaction Date	Check or Reference	Paid To / Received From	Description Of Transaction	Deposits (\$)	Disbursements (\$)	Account / CD Balance (\$)
02/28/07	1	350 Interlocken Boulevard, Suite 160 Broomfield, CO 80021	Interest Rate 1.000	18.62		21,820.61
03/09/07	000122	BANK OF AMERICA, N.A. DUFFORD & BROWN, P.C. 1700 BROADWAY, SUITE 2100 DENVER, CO 80290-2101	Payment of Invoice No. 34968		494.00	21,326.61
03/30/07	1	Bank of America, N.A.	Interest Rate 1.000	19.56		21,346.17
04/12/07	000123	Denver Water	Acct. No. 10400745-01-5		5.98	21,340.19
04/30/07	1	Bank of America, N.A.	Interest Rate 1.000	18.78		21,358.97
05/03/07		Cook 363, LLC	Sale Proceeds	1,574,637.11		1,595,996.08
05/10/07		Fuller Real Estate		3,403.15		1,599,399.23
05/10/07	000124	SLT Investments, LLC	Post-Closing Purchase Price Adjustment - Per Agreement		49,266.36	1,550,132.87
* 05/15/07	000103	City and County of Denver P.O. Box 17827 Denver, CO 80217	VOID-Payment of Invoice Dated 6/4 Rec'd check in mail with note from City and County of Denver indicating that taxes have been paid in full.		-1,762.82	1,551,895.69
05/16/07	000125	TOM CONNOLLY 390 Interlocken Crescent, Suite 490 Broomfield, CO 80021	Commissions Payable Per Redevelopment Trust Agreement		154,989.56	1,396,906.13
05/16/07	000126	S.W. Shattuck Chemical Company, Inc.	Refund of Remaining Balance of Trust Fund, Per Paragraph 4.02 of the Redevelopment Trust Agreement		14,253.93	1,382,652.20
05/16/07	000127	US Environmental Protection Agency EPA Denver Radium/OU VIII Shattuck Site 1595 Wynkoop St. Denver, Colorado 80202-1129	Payment of Net Sale Proceeds Per Paragraph 4.02 of Redevelopment Trust Agreement		1,380,652.20	2,000.00

Page Subtotals 1,578,097.22 1,597,899.21

Ver: 12.10a

REDEVELOPMENT TRUST
ESTATE CASH RECEIPTS AND DISBURSEMENTS RECORD

Page: 6

Case No: 01-D-2404 XXX
Case Name: REDEVELOPMENT TRUST

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Blanket Bond (per case limit): \$ 10,000,000.00
Separate Bond (if applicable):

1	2	3	4	5	6	7
Transaction Date	Check or Reference	Paid To / Received From	Description Of Transaction	Deposits (\$)	Disbursements (\$)	Account / CD Balance (\$)
			COLUMN TOTALS	1,628,995.42	1,626,995.42	2,000.00
			Less: Bank Transfers/CD's	0.00	0.00	
			Subtotal	1,628,995.42	1,626,995.42	
			Less: Payments to Debtors		0.00	
			Net	1,628,995.42	1,626,995.42	
			TOTAL - ALL ACCOUNTS	NET DEPOSITS	NET DISBURSEMENTS	ACCOUNT BALANCE
			BofA Money Market - *****4098	1,628,995.42	1,626,995.42	2,000.00
				1,628,995.42	1,626,995.42	2,000.00
				(Excludes Account Transfers)	(Excludes Payments To Debtors)	Total Funds On Hand

Page Subtotals 0.00 0.00

Exhibit B

Date: 02-May-07 Time: 11:03 AM

SELLER(S) FINAL CLOSING STATEMENT

Prepared by
STEWART TITLE OF DENVER, INC.
50 SOUTH STEELE STREET, SUITE 600
DENVER, CO 80209
(303) 331-0333

Seller(s): THE REDEVELOPMENT TRUST, CREATED BY
REDEVELOPMENT TRUST AGREEMENT DATED, SEPTEMBER 3, 2002
Buyer(s): COOK 363, LLC, A COLORADO LIMITED LIABILITY COMPANY
Lender: CASH
Property: 1805-1875 S. BANNOCK ST. DENVER CO 80223
Closing Date: 05/03/2007 Proration Date: 05/03/2007
Escrow Officer: Jamie Cier
File Number: 90180710

	DEBIT	CREDIT
SALES PRICE		1,698,840.00
PRORATIONS:		
County Taxes - 2007-BASED ON \$19.41 from 01/01/07 to 05/03/07 @ \$ 0.05318 per day	6.49	
PAYOFFS:		
Taxes Due - 2006 TAXES DUE PAYEE: DENVER COUNTY TREASURER SCH# 05226 15 001 000	19.60	
COMMISSIONS:		
Listing Broker Commissions 7.000000% PAYEE: FULLER REAL ESTATE	118,918.80	
ESCROW CHARGES:		
Real Estate Closing Fee PAYEE: STEWART TITLE OF DENVER	250.00	
TITLE CHARGES:		
Owner's Title Policy Liability amount (OTP) \$1,698,840.00 PAYEE: STEWART TITLE OF DENVER	1,851.00	
RECORDING FEES/TRANSFER CHARGES:		
Recording Fees STM amount \$6.00 PAYEE: ESCROW AGENT	6.00	
RECORD DECS & ADMIN ORDER PAYEE: ESCROW AGENT	27.00	
MISCELLANEOUS CHARGES:		
Water/Sewer - ESCROW FOR FINAL WATER/SEWER BILL PAYEE: ESCROW AGENT	50.00	
SELLER'S LEGAL FEES PAYEE: DUFFORD & BROWN, P.C.	3,074.00	
	SUBTOTALS:	124,202.89
	BALANCE DUE TO SELLER:	1,574,637.11
	TOTALS:	1,698,840.00

APPROVED AND ACCEPTED

The above statement is approved on the settlement date above shown and Stewart Title is hereby authorized to disburse the funds as indicated above. Personal Property Taxes are not a part of this settlement unless set out herein. Seller acknowledges receipt of the amount set out above.

Stewart Title assumes no responsibility for the adjustment of Special Taxes or Assessments or for the exception of these items in the conveyance unless they are shown on the Treasurer's Certificate of Taxes Due.

Interest on existing liens is figured to the date indicated. If not paid by then, additional interest will have to be collected and your statement will be adjusted to have sufficient funds to secure release from the lienholder.

It is understood by the undersigned that Stewart Title assumes no responsibility as to the condition of title unless Title Insurance is being issued by said Title Company simultaneously herewith.

FULLER REAL ESTATE

BY: 

THE REDEVELOPMENT TRUST, CREATED BY
REDEVELOPMENT TRUST AGREEMENT DATED
SEPTEMBER 3, 2002

BY: 

TOM CONNOLLY, TRUSTEE

STEWART TITLE

BY: 

JAMIE CIER, COMMERCIAL ESCROW OFFICER

Date: 30-Apr-07 Time: 01:00 PM

BUYER(S) FINAL CLOSING STATEMENT

Prepared by
STEWART TITLE OF DENVER, INC.
50 SOUTH STEELE STREET, SUITE 600
DENVER, CO 80209
(303) 331-0333

Buyer(s): COOK 363, LLC, A COLORADO LIMITED LIABILITY COMPANY
Seller(s): THE REDEVELOPMENT TRUST, CREATED BY
REDEVELOPMENT TRUST AGREEMENT DATED, SEPTEMBER 3, 2002
Lender: CASH
Property: 1805-1875 S. BANNOCK ST. DENVER CO 80223
Closing Date: 05/03/2007 Proration Date: 05/03/2007
Escrow Officer: Jamie Cier
File Number: 90180710

	DEBIT	CREDIT
SALES PRICE	1,698,840.00	
PRORATIONS:		
County Taxes - 2007-BASED ON \$19.41 from 01/01/07 to 05/03/07 @ \$ 0.05318 per day		6.49
ESCROW CHARGES:		
Real Estate Closing Fee PAYEE: STEWART TITLE OF DENVER	250.00	
TITLE CHARGES:		
Tax Certificate PAYEE: STEWART TITLE OF DENVER	20.00	
OWNER'S EXTENDED COVERAGE PAYEE: STEWART TITLE OF DENVER	50.00	
RECORDING FEES/TRANSFER CHARGES:		
Recording Fees Deed amount \$16.00 PAYEE: ESCROW AGENT	16.00	
State tax/stamps: PAYEE: DENVER COUNTY CLERK & RECORDER	169.88	
	SUBTOTALS: 1,699,345.88	6.49
	BALANCE DUE FROM BUYER:	1,699,339.39
	TOTALS: 1,699,345.88	1,699,345.88

APPROVED AND ACCEPTED

The above statement is approved on the settlement date above shown and Stewart Title is hereby authorized to disburse the funds as indicated above. Personal Property Taxes are not a part of this settlement unless set out herein.

Stewart Title assumes no responsibility for the adjustment of Special Taxes or Assessments or for the exception of these items in the conveyance unless they are shown on the Treasurer's Certificate of Taxes Due.

Interest on existing liens is figured to the date indicated. If not paid by then, additional interest will have to be collected and your statement will be adjusted to have sufficient funds to secure release from the lienholder.

It is understood by the undersigned that Stewart Title assumes no responsibility as to the condition of title unless Title Insurance is being issued by said Title Company simultaneously herewith.

FULLER REAL ESTATE

BY: _____

COOK 363, LLC, A COLORADO LIMITED
LIABILITY COMPANY

(Continued on next page)

Page: 1

Buyer Final Closing Statement (continued)
File Number: 90180720

BY: 
STEVE TAYLOR, MANAGER

STEWART TITLE

BY: 
JAMIE CERR, COMMERCIAL ESCROW OFFICER

Dufford & Brown, P.C.
Attorneys At Law

1700 Broadway, Suite 2100
Denver, Colorado 80290
Main: (303)861-8013 Fax: (303)832-3804

Federal ID: 84-1068005

Shattuck Redevelopment Trust
c/o Tom Connolly, Trustee
390 Interlocken Crescent #490
BROOMFIELD CO 80021

Matter No.: 04845-0001
1850 - 1875 S. Bannock Street

Invoice No.: 35434
Invoice Date: May 3, 2007

For Services Rendered Through May 3, 2007

INVOICE SUMMARY

PROFESSIONAL SERVICES	2228.50
	<hr/>
TOTAL INVOICE	2228.50
BALANCE DUE AS OF LAST INVOICE	845.50
BALANCE DUE BY MAY 25TH	<hr/> 3074.00 <hr/>

Interest charges are calculated at a monthly periodic rate of 1.5% (annual rate of 18.0%) based upon unpaid balances outstanding 30 days or more as of this billing date.

Dufford & Brown, P.C.

Client Name: Shattuck Redevelopment Trust

Page No.: 1

Invoice No.: 35434

Client No.: 04845

Invoice Date: May 3, 2007

For Services Rendered Through May 3, 2007

Matter Info: 04845-0001

1850 - 1875 S. Bannock Street

PROFESSIONAL SERVICES

04/06/07 JAK Docket contract deadlines	.50	55.00
04/23/07 RJF Conference with AMW re timing on closing and documents preparation	.30	88.50
04/23/07 AMW Teleconference with Mr. Connolly re closing; conference with RJF re same	.20	33.00
04/24/07 AMW Review fax from Ms. Vaden re requirements for closing; review Contract re documents for closing and closing requirements	.50	82.50
04/25/07 AMW Review voicemail from Ms. Vaden re information needed for closing; leave voicemail for Ms. Cook re closing; conference with RJF re same; teleconference with Mr. Gilchrist re same	.40	66.00
04/26/07 AMW Teleconference with Mr. Connolly re requirements for closing from title company; draft email to Ms. Vaden re same; review email from Ms. Cook re same	.50	82.50
04/27/07 RJF Conference with AMW re status of closing issues; review and revise closing instructions letter	.30	88.50
04/27/07 AMW Review closing packet from Stewart Title; draft email to Mr. Connolly and Mr. Gilchrist re same; draft closing instructions letter to Stewart Title; conference with RJF re same; draft email to Ms. Cook re same; draft email to Mr. Connolly and Mr. Gilchrist re same	1.00	165.00
04/30/07 RJF Conference with AMW re closing issues; review email to Messrs. Connolly and Gilchrist; review closing documents packages from title company and buyer's counsel	2.20	649.00
04/30/07 AMW Teleconference with Ms. Cier re time and date for closing; draft email to Mr. Connolly and Mr. Gilchrist re same	.20	33.00

Dufford & Brown, P.C.

Client Name: Shattuck Redevelopment Trust

Page No.: 2

Invoice No.: 35434

Client No.: 04845

Invoice Date: May 3, 2007

05/01/07	RJF	Review and revise closing documents of title company; conference with AMW re same; review emails to and from title company	.80	236.00
05/01/07	AMW	Teleconference with Ms. Cier re buyer executed closing documents; conference with RJF re closing documents; finalize closing instructions letter; draft email to Ms. Cier attaching closing instructions letter; draft email to Ms. Cier re revisions to closing documents	.90	148.50
05/02/07	RJF	Review email from title company; conference with AMW re settlement statement review; compile statements for closing	.30	88.50
05/02/07	AMW	Review email from Ms. Cier re copy of Second Amended Declaration of Covenants and Restrictions and Release of Administrative Order; draft email to Ms. Cier attaching copy of same; teleconference with Ms. Cook re amending Assignment Agreement to reflect correct closing date; final review of closing documents and settlement statement	1.00	165.00
05/03/07	AMW	Prepare for and attend closing; prepare closing binders	1.50	247.50

TOTAL PROFESSIONAL SERVICES

2228.50

TIMEKEEPER SUMMARY

Attorney	Rate	Hours	Value
Randall J. Feuerstein	295.00	3.90	1150.50
Judy A Kundert	110.00	.50	55.00
Amy M. Wilson	165.00	6.20	1023.00
TOTALS		10.60	2228.50

TOTAL FOR MATTER NO.: 04845-0001

2228.50

BALANCE DUE AS OF LAST INVOICE

845.50

BALANCE DUE BY MAY 25TH

3074.00

POST-CLOSING PURCHASE PRICE ADJUSTMENT AGREEMENT

This Post-Closing Purchase Price Adjustment Agreement ("Agreement") is entered into this 3rd day of May, 2007, between The Redevelopment Trust, created by Redevelopment Trust Agreement dated September 3, 2002 ("Seller") and Cook 363, LLC, a Colorado limited liability company ("Buyer").

RECITALS

WHEREAS, Seller and Jon Cook, with right to assign, entered into that certain Contract to Buy and Sell Real Estate (Vacant Land - Farm - Ranch) on October 24, 2006 (the "Contract"); and

WHEREAS, Jon Cook assigned his interest in the Contract to Cook 363, LLC pursuant to that certain Assignment of Purchase Contract dated March 12, 2007; and

WHEREAS, the stated purchase price in the Contract was \$1,698,840.00, which was computed based upon the property containing 261,360 net square feet multiplied by \$6.50 per square foot; and

WHEREAS, the Contract contains a purchase price adjustment clause providing for the purchase price to be adjusted in the event the survey reflects a greater or lesser amount than 261,360 net square feet; and

WHEREAS, the survey reflects that the property is 253,780.56 net square feet; and

WHEREAS, at closing, Buyer paid Seller the purchase price based on 261,360 net square feet rather than 253,780.56 net square feet as reflected in the survey.

COVENANTS

NOW, THEREFORE, in consideration of the promises and mutual obligations set forth in the Contract, herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and Buyer hereby agree as follows:

1. The parties agree that the purchase price should be adjusted from \$1,698,840.00 to \$1,649,573.64 based on the net square footage of the property.

2. Seller agrees to refund Buyer with a check in the amount of \$49,266.36 for the excess purchase price that was paid at closing upon receipt of corresponding refund checks from brokers based on the same purchase price adjustment.

3. At the direction of Buyer, Seller has been instructed to make the check payable to RTI Investments, LLC instead of Cook 363, LLC.

4. This Agreement may be executed in counterparts, each of which shall be deemed a duplicate original. Executed or emailed signatures shall be effective for purposes of executing this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

SELLER:

The Redevlopment Trust, created by
Redevlopment Trust Agreement dated September
3, 2002

By: 
Tom Connolly, Trustee

BUYER:

Cook 363, LLC, a Colorado limited liability
company

By: 
Steve Taylor, Manager

**REAL PROPERTY TRANSFER DECLARATION
(TD-1000)**

GENERAL INFORMATION

Purpose: The Real Property Transfer Declaration provides essential information to the county assessor to help ensure fair and uniform assessments for all property for property tax purposes. Refer to 39-14-102(4), Colorado Revised Statutes (C.R.S.).

Requirements: All conveyance documents (deeds) subject to the documentary fee submitted to the county clerk and recorder for recordation must be accompanied by a Real Property Transfer Declaration. This declaration must be completed and signed by the grantor (seller) or grantee (buyer). Refer to 39-14-102(1)(a), C.R.S.

Penalty for Noncompliance: Whenever a Real Property Transfer Declaration does not accompany the deed, the clerk and recorder notifies the county assessor who will send a notice to the buyer requesting that the declaration be returned within thirty days after the notice is mailed.

If the completed Real Property Transfer Declaration is not returned to the county assessor within the 30 days of notice, the assessor may impose a penalty of \$25.00 or .025% (.00025) of the sale price, whichever is greater. This penalty may be imposed for any subsequent year that the buyer fails to submit the declaration until the property is sold. Refer to 39-14-102(1)(b), C.R.S.

Confidentiality: The assessor is required to make the Real Property Transfer Declaration available for inspection to the buyer. However, it is only available to the seller if the seller filed the declaration. Information derived from the Real Property Transfer Declaration is available to any taxpayer or any agent of such taxpayer subject to confidentiality requirements as provided by law. Refer to 39-5-121.5, C.R.S. and 39-13-102(5)(c), C.R.S.

1. Address and/or legal description of the real property sold: Please do not use P.O. box numbers.
1805-1875 S. BANNOCK ST., DENVER, CO 80223

2. Type of property purchased:
- | | | |
|-------------------------------------|--|---|
| <input type="checkbox"/> Townhome | <input type="checkbox"/> Single Family Residential | <input type="checkbox"/> Multi-Unit Res |
| <input type="checkbox"/> Commercial | <input type="checkbox"/> Condominium | <input type="checkbox"/> Agricultural |
| <input type="checkbox"/> Mixed Use | <input type="checkbox"/> Industrial | <input type="checkbox"/> Other |
| | <input type="checkbox"/> Vacant Land | |

3. Date of closing:
MAY 3rd, 2007

Date of contract if different than date of closing:

N/A

4. Total sale price: Including all real and personal property.

\$ 1,698,840.00

5. Was any personal property included in the transaction? Personal property would include, but is not limited to, carpeting, draperies, free standing appliances, equipment, inventory, furniture. If the personal property is not listed, the entire purchase price will be assumed to be for the real property as per 39-13-102, C.R.S.

☐ Yes ☐ No If yes, approximate value \$ _____ Describe _____

6. Did the total sale price include a trade or exchange of additional real or personal property?
If yes, give the approximate value of the goods or services as of the date of closing.

☐ Yes ☒ No If yes, value \$ _____

If yes, does this transaction involve a trade under IRS Code Section 1031?

☐ Yes ☒ No

7. Was 100% interest in the real property purchased? Mark "no" if only a partial interest is being purchased.

☒ Yes ☐ No If no, interest purchased _____

8. Is this a transaction among related parties? Indicate whether the buyer or seller are related. Related parties include persons within the same family, business affiliates, or affiliated corporations.

☐ Yes ☒ No

9. Check any of the following that apply to the condition of the improvements at the time of purchase.

<input type="checkbox"/> New	<input type="checkbox"/> Average	<input type="checkbox"/> Poor
<input type="checkbox"/> Excellent	<input type="checkbox"/> Fair	<input type="checkbox"/> Salvage
<input type="checkbox"/> Good		

If the property is financed, please complete the following.

10. Total amount financed. \$ 0.00

11. Type of financing: (Check all that apply)

☐ New

☐ Assumed

☐ Seller

☐ Third Party

☐ Combination; Explain _____

12. Terms:

☐ Variable; Starting Interest Rate _____ %

☐ Fixed; Interest rate _____ %

Length of time _____ years

Balloon payment ☐ Yes ☐ No. If yes, amount _____ Due date _____

13. Please explain any special terms, seller concessions, or financing and any other information that would help the assessor understand the terms of sale.

For properties other than residential (Residential is defined as: single family detached, townhomes, apartments and condominiums) please complete questions 14-16 if applicable. Otherwise, skip to #17 to complete.

14. Did the purchase price include a franchise or license fee?

☐ Yes

☒ No

If yes, franchise or license fee value \$ _____

15. Did the purchase price involve an installment land contract?

☐ Yes

☒ No

If yes, date of contract _____

16. If this was a vacant land sale, was an on-site inspection of the property conducted by the buyer prior to the closing?

☐ Yes

☒ No

Remarks: Please include any additional information concerning the sale you may feel is important.

17. Signed this 3 day of May 2007.

Enter the day, month, and year, have at least one of the parties to the transaction sign the document, and include an address and a daytime phone number. Please designate buyer or seller.

Buyer:

COOK 363, LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: STEVE TAYLOR, MANAGER

18. All future correspondence (tax bills, property valuations, etc.) regarding this property should be mailed to:

7114 W. JEFFERSON AVE. #100

Address (mailing)

Daytime Phone

LAKEWOOD, CO 80235

City, State and Zip Code

REAL ESTATE TAX AGREEMENT

It is hereby understood and agreed between the Buyer(s) and Seller(s) of property known as:

1805-1875 S. HANNOCK ST., DENVER, CO 80223

that the taxes for the current year have been adjusted as of this date on the basis of the following:

THE 2006 TAXES ARE DUE IN FULL IN THE AMOUNT OF \$19.60 INCLUDING INTEREST (BASE AMOUNT \$19.41). THE 2007 TAX PRORATION IS BASED ON THE 2006 MILL LEVY OF 66.948 AND THE 2006 ASSESSED VALUE OF \$290 FOR AN ESTIMATED 2007 TAX AMOUNT OF \$19.41.

THIS IS CONSIDERED A FINAL SETTLEMENT AT CLOSING.

SPECIAL ASSESSMENTS

NONE OF RECORD WITH DENVER COUNTY AT THE TIME OF CLOSING.

Actual taxes may change by reason of reassessment by the County Assessor.

BY EXECUTION OF THIS AGREEMENT, THE UNDERSIGNED INDEMNIFY AND HOLD HARMLESS STEWART TITLE OF DENVER, INC. AND STEWART TITLE GUARANTY COMPANY FROM ANY LIABILITY FOR ANY REPORTING ERRORS BY LOCAL, COUNTY OR STATE AGENCY ABOUT SPECIAL ASSESSMENTS AND FOR PRORATING OR PAYING OFF ALL SPECIAL ASSESSMENTS THAT ARE NOT OF RECORD WITH THE COUNTY TREASURER'S OFFICE. NEITHER STEWART TITLE OF DENVER, INC. NOR STEWART TITLE GUARANTY COMPANY SHALL HAVE ANY RESPONSIBILITY FOR FUTURE ADJUSTMENTS OF SPECIAL ASSESSMENTS. RATHER, THE UNDERSIGNED SHALL ASSUME RESPONSIBILITY FOR THE PURSUING AND EFFECTUATING OF THE ADJUSTMENTS.

UTILITY AGREEMENT

The water and/or sewer and/or electric for the above address were served in the following manner:

Stewart Title of Denver, Inc. as Escrow Agent has ordered a final Water and Sewer Billing from Denver Water as of the date of closing.

PURCHASER AND SELLER AGREE TO CONTACT ALL UTILITY DEPARTMENTS WITHIN 24 BUSINESS HOURS FROM DATE OF CLOSING REGARDLESS OF OPTIONS SELECTED ABOVE.

UPON RECEIPT OF THE FINAL WATER AND/OR SEWER BILLINGS, STEWART TITLE OF DENVER, INC. WILL MAKE ANY NECESSARY PRORATIONS AND PAY THE AMOUNTS DUE PER THE BILLING RECEIVED. BALANCE OF THE ESCROWED FUNDS, IF ANY, WILL THEN BE DISBURSED TO THE SELLER. IF THERE WAS NOT ENOUGH MONIES ESCROWED AT THE TIME OF CLOSING TO PAY SAID WATER AND/OR SEWER BILLINGS, THE SELLER SHALL BE OBLIGATED TO MAKE UP THE DIFFERENCE, UPON DEMAND. STEWART TITLE OF DENVER, INC. WILL NOT PAY OR BE RESPONSIBLE FOR THE ADDITIONAL CHARGES OR ANY DELINQUENCIES.

This agreement executed on

May 3rd, 2007

THE REDEVELOPMENT TRUST, CREATED BY REDEVELOPMENT TRUST AGREEMENT DATED SEPTEMBER 3, 2002

BY:  TOM CONNOLLY, TRUSTEE

COOK 363, LLC, A COLORADO LIMITED LIABILITY COMPANY

BY:  STEVE TAYLOR, MANAGER

STEWART TITLE OF DENVER, INC.
COMPLIANCE AGREEMENT

DATE: May 3rd, 2007

PROPERTY ADDRESS: 1805-1875 S. BANNOCK ST., DENVER, CO 80223

ESCROW NUMBER: 90180710

It is expressly agreed and understood between the undersigned parties Stewart Title of Denver, Inc. is acting as Closing Agent in the above referenced transaction and shall in no way be liable as to the accuracy or completeness of any Payoff Statement and/or Assumption Statement that has been provided to said company for the purposes of closing this transaction.

Stewart Title of Denver, Inc. has acted in good faith in compiling the data and information as set forth on the applicable Settlement Statement(s). The undersigned agree that any additional funds due and payable after closing will be immediately paid by the responsible party(s).

The undersigned further agree that in the event any of the documents required in this closing misstate or inaccurately reflect the true and correct terms and provisions thereof and said misstatement or inaccuracy is due to unilateral mistake on the part of Stewart Title of Denver, Inc., mutual mistake on the part of the undersigned and Stewart Title of Denver, Inc. or clerical error, then in such event the undersigned shall upon request by Stewart Title of Denver, Inc. and in order to correct such misstatement or inaccuracy, execute such new documents or initial such corrected original documents as Stewart Title of Denver, Inc. deem necessary to remedy said inaccuracy or mistake.

THE REDEVELOPMENT TRUST, CREATED BY REDEVELOPMENT TRUST AGREEMENT DATED
SEPTEMBER 3, 2002


BY: TOM CONNOLLY, TRUSTEE

COOK 363, LLC, A COLORADO LIMITED LIABILITY COMPANY


BY: STEVE TAYLOR, MANAGER

SPECIAL WARRANTY DEED

THIS DEED, Made this 3rd day of May, 2007, between
THE REDEVELOPMENT TRUST, CREATED BY REDEVELOPMENT TRUST
AGREEMENT DATED SEPTEMBER 3, 2002

of the County of BROOMFIELD and State of COLORADO, grantor, and
COOK 363, LLC, A COLORADO LIMITED LIABILITY COMPANY

whose legal address is 7114 W. JEFFERSON AVE. #100
LAKEWOOD, CO 80235

of the County of JEFFERSON and State of COLORADO, grantee:

WITNESS, that the grantor, for and in consideration of the sum of (\$ 1,698,840.00) ONE MILLION SIX
HUNDRED NINETY-EIGHT THOUSAND EIGHT HUNDRED FORTY & 00/100

DOLLARS, the receipt and sufficiency of which is hereby
acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the
grantee, his heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the said
city and County of DENVER and State of Colorado described as follows:

All of Blocks A and B, Overland Park Subdivision, City and County of Denver,
State of Colorado.

as known by street and number as: 1805-1875 S. BANNOCK ST., DENVER, CO 80223

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion
and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand what-
soever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the grantee, his heirs and
assigns forever. The grantor, for himself, his heirs, and personal representatives or successors, do covenant and agree that he shall and will
WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and
assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor. The singular
number shall include the plural, the plural and the singular, and the use of any gender shall be applicable to all genders.

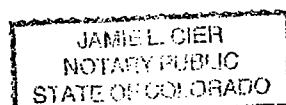
IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

*except as to the items shown on Exhibit A attached hereto and incorporated herein
by this reference.

THE REDEVELOPMENT TRUST, CREATED BY REDEVELOPMENT TRUST AGREEMENT DATED
SEPTEMBER 3, 2002

BY: TOM CONNOLLY, TRUSTEE

State of COLORADO)
) ss.
County of)



The foregoing instrument was acknowledged before me this 3rd day of May, 2007,
by TOM CONNOLLY AS TRUSTEE OF THE REDEVELOPMENT TRUST, CREATED BY REDEVELOPMENT
TRUST AGREEMENT DATED SEPTEMBER 3, 2002.

My commission expires

Witness my hand and official seal.

[Signature]
Notary Public

PERMITTED EXCEPTIONS

1. Taxes for the year 2007 and subsequent years thereto.
2. Terms, conditions, provisions, burdens and obligations as set forth in Administrative Order for Remedial Design/Remedial Action recorded September 14, 1992, at Reception No. R-92-0107384 and October 09, 1992, at Reception No. R-92-0120029.
3. Terms, conditions, provisions and obligations contained in the Consent Decree and Order approving Stipulation and Consent Decree and Notice of Consent Decree and Obligations for access as evidenced by instrument recorded September 06, 2002, at Reception No. 2002155282.
4. The terms, conditions, provisions and obligations contained in the Covenants and Restrictions recorded March 25, 1999, at Reception No. 9900053712 as amended by instrument recorded September 04, 2002, at Reception No. 2002153416.

STATEMENT OF AUTHORITY

1. This Statement of Authority relates to an entity named The Redevelopment Trust, Created by Redevelopment Trust Agreement dated September 3, 2002 and is executed on behalf of the entity pursuant to the provisions of Section 38-30-172 C.R.S.
2. The type of entity is a Trust.
3. The mailing address for the entity is 390 Interlocken Crescent, Suite 490, Broomfield, CO 80021.
4. The entity is formed under the laws of the State of Colorado.
5. The x name or x position of the person authorized to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of the entity is:

Tom Connolly as Trustee

6. The authority of the foregoing person (s) to bind the entity is x not limited OR _____ limited as follows: _____
7. Other matters concerning the manner in which the entity deals with interests in real property: _____

The Redevelopment Trust, Created by
Redevelopment Trust Agreement dated September 3, 2002

By: _____

Tom Connolly, Trustee

STATE OF COLORADO

COUNTY OF DENVER

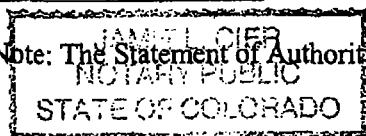
The foregoing instrument was acknowledged before me this 2nd day of May, 2007 by Tom Connolly as Trustee of The Redevelopment Trust, Created by Redevelopment Trust Agreement dated September 3, 2002

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires:

Notary Public

Note: The Statement of Authority must be recorded to obtain the benefits of the statute.



CLOSING INSTRUCTIONS

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

Date: 5/3/07

1. PARTIES, PROPERTY. THE REDEVELOPMENT TRUST, CREATED BY REDEVELOPMENT TRUST AGREEMENT DATED SEPTEMBER 3, 2002

_____, (Seller)
and COOK 363, LLC, A COLORADO LIMITED LIABILITY COMPANY

_____, (Buyer)
engage STEWART TITLE OF DENVER, INC. (Closing Company), who agrees to provide closing and settlement services in connection with the closing of the following described real estate in the County of DENVER, Colorado:

All of Blocks A and B, Overland Park Subdivision, City and County of Denver, State of Colorado.

also known as: 1805-1875 S. BANNOCK ST., DENVER, CO 80223

2. INFORMATION, PREPARATION. Closing Company is authorized to obtain any information necessary for the closing. Closing Company agrees to prepare, deliver and record those documents (excluding legal documents) that are necessary to carry out the terms and conditions of the Contract to Buy and Sell Real Estate, dated October 24, 2006, including any counterproposals and amendments (Contract).

3. CLOSING FEE. Closing Company will receive a fee not to exceed \$ 600.00 for providing these closing and settlement services.

4. GOOD FUNDS. Closing Company is authorized to receive funds and to disburse when all funds received are either: (a) available for immediate withdrawal as a matter of right from the financial institution in which the funds have been deposited or (b) are available for immediate withdrawal as a consequence of an agreement of a financial institution in which the funds are to be deposited or a financial institution upon which the funds are to be drawn (Good Funds).

5. RELEASE, DISBURSEMENT. Closing Company is not authorized to release any signed documents or things of value prior to receipt and disbursement of Good Funds, except as provided in Sections 10 and 11.

6. DISBURSER. Closing Company shall disburse all funds, including real estate commissions, except those funds as may be separately disclosed in writing to Buyer and Seller by Closing Company or Buyer's lender on or before closing. All parties agree that no one other than the disbursing agent can assure that payoff of loans and other disbursements will actually be made.

7. SELLER'S NET PROCEEDS. Seller will receive the net proceeds of closing as indicated:

- ☐ Official/Cashier's check, at Seller's expense
☐ Funds electronically transferred (wire transfer) to an account specified by the Seller, at Seller's expense
☒ Closing Company's trust account check.

8. FURNISH INFORMATION AND DOCUMENTS. Buyer and Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this transaction.

9. CLOSING STATEMENT. Closing Company will prepare and deliver an accurate, complete and detailed closing statement to Buyer and Seller at time of closing.

10. FAILURE OF CLOSING. If closing or disbursement does not occur on or before Closing Date set forth in the Contract, Closing Company, except as provided herein, is authorized and agrees to return all documents, monies, and things of value to the depositing party, upon which Closing Company will be relieved from any further duty, responsibility or liability in connection with these Instructions. In addition, any promissory note, deed of trust or other evidence of indebtedness signed by Buyer, shall be voided by Closing Company, with the originals returned to Buyer and a copy to Buyer's lender.

11. EARNEST MONEY DISPUTE. In the event of any controversy regarding the Earnest Money and things of value held by Closing Company (notwithstanding any termination of the Contract or mutual written instructions), Closing Company shall not be required to take any action. Closing Company may await any proceeding, or at its option and sole discretion, interplead all parties and deposit any money or things of value into court of competent jurisdiction and shall recover court costs and reasonable attorney and legal fees.

12. SUBSEQUENT AMENDMENTS. Any amendments to, or termination of, these Closing Instructions must be in writing and signed by Buyer, Seller and Closing Company.

13. WITHHOLDING. The Internal Revenue Service and the Colorado Department of Revenue may require Closing Company to withhold a substantial portion of the proceeds of this sale when Seller either (a) is a foreign person or (b) will not be a Colorado resident after closing. Seller should inquire of Seller's tax advisor to determine if withholding applies or if an exemption exists.

CLOSING INSTRUCTIONS

14. **ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

15. **COUNTERPARTS.** This document may be executed by Buyer, Seller and Closing Company, separately, and when each party has executed a copy, such copies taken together shall be deemed to be a full and complete contract between the parties.

16. **BROKER'S COPIES.** Closing Company shall provide, to each broker in this transaction, copies of all signed documents that such brokers are required to maintain pursuant to the rules of the Colorado Real Estate Commission.

17. **NOTICE, DELIVERY AND CHOICE OF LAW.**

a. **Physical Delivery.** Except as provided in Section 17b below, all notices must be in writing. Any notice to Buyer shall be effective when received by Buyer or Selling Brokerage Firm, any notice to Seller shall be effective when received by Seller or Listing Brokerage Firm, and any notice to Closing Company shall be effective when received by Closing Company.

b. **Electronic Delivery.** As an alternative to physical delivery, any signed documents and written notice may be delivered in electronic form by the following indicated methods only: ☒ Facsimile ☐ E-mail ☐ None.

Documents with original signatures shall be provided upon request of any party.

c. **Choice of Law.** This contract and all disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in this state property located in Colorado.

APPROVED AND ACCEPTED

SELLERS:

THE REDEVELOPMENT TRUST, CREATED BY REDEVELOPMENT TRUST AGREEMENT DATED
SEPTEMBER 3, 2002

Social Security Number _____

Date

5/3/07

BY:  TOM CONOLLY, TRUSTEE

Social Security Number _____

Date _____

BUYERS:

COOK 363, LLC, A COLORADO LIMITED LIABILITY COMPANY

Social Security Number

20-8619761

Date

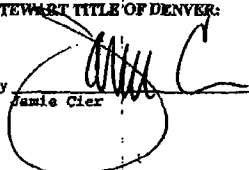
5/3/07

BY:  STEVE TAYLOR, MANAGER

Social Security Number _____

Date _____

STEWART TITLE OF DENVER:

By  Jamie Cier

Escrow Officer

Date

5/3/07

CLOSING INSTRUCTIONS

(TO BE COMPLETED ONLY BY BROKER AND CLOSING COMPANY)

TIM GILCHRIST (Broker) engages Closing Company as Broker's scrivener to complete, for a fee not to exceed \$5.00 at the sole expense of Broker, the following legal documents:

- ☒ Deed
- ☐ Bill of Sale
- ☐ Colorado Real Estate Commission Approved Promissory Note
- ☐ Colorado Real Estate Commission Approved Deed of Trust


Closing Company agrees to prepare, on behalf of Broker, the indicated legal documents pursuant to the terms and conditions of the Contract.

The documents stated above shall be subject to Broker's review and approval and Broker acknowledges that Broker is responsible for the accuracy of the above documents.

Listing Brokerage Firm's Name: FULLER REAL ESTATE

TIM GILCHRIST Broker Date _____

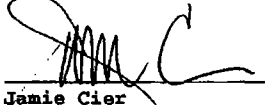
STEWART TITLE OF DENVER:

By  Date 5/3/07
Jamie Cier Escrow Officer

EARNEST MONEY RECEIPT

Closing Company acknowledges receipt, on the date set forth below, of the Earnest Money in the amount of \$ 50,000.00 in the form of CHECK

STEWART TITLE OF DENVER:

By  Date 5/3/07
Jamie Cier Escrow Officer

STEWART TITLE GUARANTY COMPANY

COMMERCIAL LIEN AFFIDAVIT

G F NUMBER: 90180710

SUBJECT PROPERTY: 1805-1875 S. BANNOCK ST., DENVER, CO 80223

STATE OF COLORADO

COUNTY OF DENVER

Before me, the undersigned authority, on this day personally appeared

THE REDEVELOPMENT TRUST, CREATED BY REDEVELOPMENT TRUST AGREEMENT DATED

SEPTEMBER 3, 2002

as Seller, personally known to me to be the entity or person whose name is subscribed hereto and upon my oath deposes and says that no proceedings in Bankruptcy or Receivership have been instituted by or against it and represents to Stewart Title Guaranty Company, the title company in this transaction, that to my knowledge, there are:

1. No unpaid debts for plumbing fixture, water heaters, floor furnaces, lawn sprinkling systems, venetian blinds, window shades, draperies, electric appliances, fences, street paving, or any personal property or fixtures that are located on the subject property described above, and that no such items have been purchased on time-payment contracts, and there are no security interests such property secured by financing statements, security agreements or otherwise, which have been contracted for by the Seller, except the following:

SECURED PARTY

APPROXIMATE AMOUNT

NONE.

2. No loans or liens (including Federal or State Tax Liens and judgment liens) and no unpaid governmental or association taxes or assessments of any kind on such property, except the following caused by Seller:

CREDITOR

APPROXIMATE AMOUNT

NONE.

3. No parties in possession, other than affiant, except as follows: NONE.

4. No unpaid labor or material claims against the improvements or the property upon which the same are situated, which have been contracted for by the Seller, and all sums of money due for the erection of improvements have been fully paid and satisfied, except as follows:

NONE.

INDEMNITY:

Seller agrees to pay on demand to Stewart Title Guaranty Company, its successors and/or assigns, all amounts secured by any and all liens not shown above, and of which the undersigned has knowledge, together with all costs, loss and attorney's fees that said parties may incur in connection with such unmentioned liens, provided said liens either currently apply to such property, or a part thereof, or are subsequently established against said property and are created by the Seller, or has an inception date prior to the consummation of this transaction.

*actual

** reasonable

If Seller is an entity, I have the authority to sign on its behalf.

THE REDEVELOPMENT TRUST, CREATED BY REDEVELOPMENT TRUST AGREEMENT DATED
SEPTEMBER 3, 2002

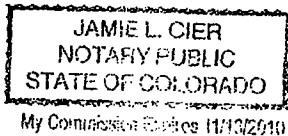

BY: TOM CONNOLLY, TRUSTEE

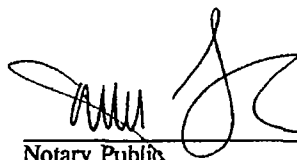
STATE OF COLORADO

COUNTY OF

The foregoing instrument was acknowledged before me this 3rd day
of MAY, 2007 by TOM CONNOLLY AS TRUSTEE OF THE
REDEVELOPMENT TRUST, CREATED BY REDEVELOPMENT TRUST AGREEMENT DATED
SEPTEMBER 3, 2002.

Witness my hand and official seal.




Notary Public

My Commission Expires: _____

**STEWART TITLE GUARANTY COMPANY
COMMERCIAL LIEN AFFIDAVIT**

G F NUMBER: 90180710

SUBJECT PROPERTY: 1805-1875 S. HAMMOCK ST., DENVER, CO 80223

STATE OF COLORADO

COUNTY OF DENVER

Before me, the undersigned authority, on this day personally appeared

COOK 363, LLC, A COLORADO LIMITED LIABILITY COMPANY

as Buyer/Borrower, personally known to me to be the entity or person whose name is subscribed hereto and upon my oath deposes and says that no proceedings in Bankruptcy or Receivership have been instituted by or against it and represents to Stewart Title Guaranty Company, the title company in this transaction, that to my knowledge, there are:

1. No unpaid debts for plumbing fixture, water heaters, floor furnaces, lawn sprinkling systems, venetian blinds, window shades, draperies, electric appliances, fences, street paving, or any personal property or fixtures that are located on the subject property described above, and that no such items have been purchased on time-payment contracts, and there are no security interests such property secured by financing statements, security agreements or otherwise, which have been contracted for by the Buyer/Borrower, except the following:

SECURED PARTY

APPROXIMATE AMOUNT

NONE.

2. No loans or liens (including Federal or State Tax Liens and judgment liens) and no unpaid governmental or association taxes or assessments of any kind on such property, except the following caused by Buyer/Borrower:

CREDITOR

APPROXIMATE AMOUNT

NONE.

3. No parties in possession, other than affiant, except as follows: NONE.

4. No unpaid labor or material claims against the improvements or the property upon which the same are situated, which have been contracted for by the Buyer/Borrower, and all sums of money due for the erection of improvements have been fully paid and satisfied, except as follows:

NONE.

INDEMNITY:

Buyer/Borrower agrees to pay on demand to Stewart Title Guaranty Company, its successors and/or assigns, all amounts secured by any and all liens not shown above, and of which the undersigned has knowledge, together with all costs, loss and attorney's fees that said parties may incur in connection with such unmentioned liens, provided said liens either currently apply to such property, or a part thereof, or are subsequently established against said property and are created by the Buyer/Borrower, or has an inception date prior to the consummation of this transaction.

If Buyer/Borrower is an entity, I have the authority to sign on its behalf.

COOK 363, LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: STEVE TAYLOR, MANAGER

STATE OF COLORADO

COUNTY OF

The foregoing instrument was acknowledged before me this 30th day of April, 2007 by STEVE TAYLOR AS MANAGER OF COOK 363, LLC, A COLORADO LIMITED LIABILITY COMPANY.

Witness my hand and official seal.

Notary Public

My Commission Expires: 7-23-08

SECOND AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS

THIS AMENDED DECLARATION is made this ____ day of January, 2007 by Tom Connolly, Trustee, on behalf of the Redevelopment Trust, created by Redevelopment Trust Agreement dated September 3, 2002, on behalf of the U.S. Environmental protection Agency ("the Redevelopment Trust").

RECITALS

WHEREAS, the Redevelopment Trust, holds title to certain real property located at 1805 S. Bannock Street, in the City and County of Denver, Colorado, commonly known as the former S.W. Shattuck Chemical Company ("Shattuck") property, which is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Redevelopment Trust holds the Property in trust for the benefit of the United States, and is authorized by the U.S. Environmental Protection Agency to convey title and record instruments affecting title to the Property; and

WHEREAS, pursuant to a unilateral "Administrative Order for Remedial Design/Remedial Action" issued by the U.S. Environmental Protection Agency dated August 21, 1992 and effective August 31, 1992 (the "Order") the Property, which is included in Operable Unit VIII of the Denver Radium Sites ("OU VIII"), was the subject of a remedial action under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 *et seq.* ("CERCLA"); and

WHEREAS, pursuant to the Order, and the Record of Decision for OU VIII dated January 28, 1992, Shattuck recorded a Declaration of Covenants and Restrictions dated March 24, 1999, which instrument was recorded on March 25, 1999 under Reception No. 9900053712 of the records of the Clerk and Recorder for the City and County of Denver; and

WHEREAS, on June 16, 2000 the U.S. Environmental Protection Agency issued its Amended Record of Decision for OU VIII, and by letter dated July 1, 2002 required Shattuck to amend the original Declaration of Covenants and Restrictions to allow for use of the Property consistent with the remedial actions to be completed in accordance with that Amended Record of Decision; and

WHEREAS, Shattuck recorded an Amended Declaration of Covenants and Restrictions dated September 3, 2002, which instrument was recorded on September 4, 2002 under Reception No. 2002153416 of the records of the Clerk and Recorder for the City and County of Denver; and

WHEREAS, the remedial action at the Property was completed consistent with the Amended Record of Decision in July of 2006, and by draft letter dated October 25, 2006 the U.S. Environmental Protection Agency provided its approval for Shattuck to modify of the Amended Declaration of Covenants and Restrictions to make the Property available for unrestricted use, except that the restriction concerning groundwater use must be retained and future land uses must comply with applicable laws.

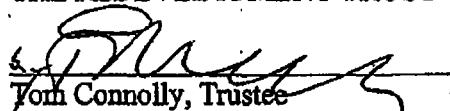
NOW THEREFORE, the Redevelopment Trust declares that the Property described in Exhibit "A" shall be held, sold, conveyed, and used subject to the following covenants and restrictions:

USE COVENANTS AND RESTRICTIONS

1. The Property described in Exhibit "A" shall be available for unrestricted uses and purposes except for the following restriction:
 - a. The use of groundwater located beneath the Property shall be prohibited.
2. The covenants and restrictions herein shall run with the Property and be binding upon all parties having any right, title or interest in the Property, or any part thereof, their heirs, successors, assigns, and shall inure to the benefit of Shattuck, its successors and assigns, and to any grantees of the Property and their heirs, successors and assigns.
3. The covenants and restrictions provided in 1.a., above, may be modified or deleted by the Redevelopment Trust, its successors or assigns, or grantees of the Property, or their heirs, successors, assigns, or grantees, upon written approval of the U.S. Environmental Protection Agency or the Colorado Department of Public Health and Environment.
4. This Second Amended Declaration of Covenants and Restrictions shall supersede and replace both the Declaration of Covenants and Restrictions recorded March 25, 1999 and the Amended Declaration of Covenants and Restrictions recorded September 4, 2002 in all respects.

IN WITNESS WHEREOF, THE REDEVELOPMENT TRUST has caused this instrument to be executed this ____ day of January, 2007.

THE REDEVELOPMENT TRUST

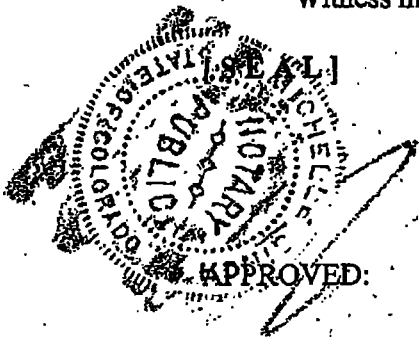

Tom Connolly, Trustee

[Signatures Continued on Following Page]

STATE OF Colorado)
COUNTY OF Broomfield) ss.

The foregoing instrument was acknowledged before me this 3rd day of May, 2007 by Tom Connolly, Trustee on behalf of the Redevelopment Trust.

My commission expires 1-25-2008.
Witness my hand and official seal.



[Signature]
Notary Public
390 Interlocker Cres. #490
Address Broomfield, Co 80120

APPROVED: FOR THE U.S. ENVIRONMENTAL
PROTECTION AGENCY

[Signature] 3-07-07
Name: Michael Holmes
Title: Remedial Project Manager

RELEASE OF ADMINISTRATIVE ORDER

THIS RELEASE OF ADMINISTRATIVE ORDER is made this ____ day of _____, 2007 by Tom Connolly, Trustee, on behalf of the Redevelopment Trust, created by Redevelopment Trust Agreement dated September 3, 2002, on behalf of the U.S. Environmental Protection Agency ("the Redevelopment Trust").

RECITALS

WHEREAS, the Redevelopment Trust, holds title to certain real property located at 1805 S. Bannock Street, in the City and County of Denver, Colorado, commonly known as the former S.W. Shattuck Chemical Company ("Shattuck") property, which is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Redevelopment Trust holds the Property in trust for the benefit of the United States, and is authorized by the U.S. Environmental Protection Agency to convey title and record instruments affecting title to the Property; and

WHEREAS, pursuant to a unilateral "Administrative Order for Remedial Design/Remedial Action" issued by the U.S. Environmental Protection Agency dated August 21, 1992 and effective August 31, 1992 (the "Order") the Property, which is included in Operable Unit VIII of the Denver Radium Sites ("OU VIII"), was the subject of a remedial action under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 *et seq.* ("CERCLA"); and

WHEREAS, pursuant to the Order, and the Record of Decision for OU VIII dated January 28, 1992, Shattuck recorded a Declaration of Covenants and Restrictions dated March 24, 1999, which instrument was recorded on March 25, 1999 under Reception No. 9900053712 of the records of the Clerk and Recorder for the City and County of Denver; and

WHEREAS, on June 16, 2000 the U.S. Environmental Protection Agency issued its Amended Record of Decision for OU VIII, and by letter dated July 1, 2002 required Shattuck to amend the original Declaration of Covenants and Restrictions to allow for use of the Property consistent with the remedial actions to be completed in accordance with that Amended Record of Decision; and

WHEREAS, the remedial action at the Property was completed consistent with the Amended Record of Decision in July of 2006;

NOW THEREFORE, the Redevelopment Trust declares that the Administrative Order for Remedial Design/Remedial Action recorded September 14, 1992, at Reception No. R-92-0107384; and October 9, 1992 at Reception No. R-92-0120029 is hereby discharged and released.

IN WITNESS WHEREOF, THE REDEVELOPMENT TRUST has caused this instrument to be executed this 3rd day of May, 2007.

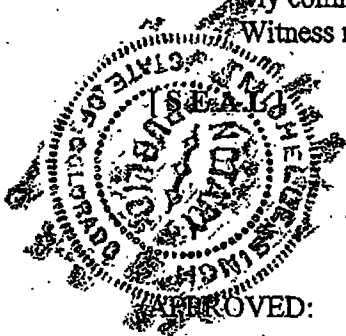
THE REDEVELOPMENT TRUST

[Signature]
Tom Connolly, Trustee

STATE OF Colorado)
COUNTY OF Broomfield) ss.

The foregoing instrument was acknowledged before me this 3rd day of May, 2007 by Tom Connolly, Trustee on behalf of the Redevelopment Trust.

My commission expires 1-25-2008.
Witness my hand and official seal.



[Signature]
Notary Public
390 Taterlocke Cres #490
Address Broomfield, Co 80120

APPROVED: _____
FOR THE U.S. ENVIRONMENTAL
PROTECTION AGENCY

[Signature] 3/07/07
Name: Michael Holmes
Title: Remedial Project Manager

STEWART TITLE OF DENVER INC.
FIRPTA AFFIDAVIT

DATE: May 3rd, 2007

PROPERTY ADDRESS: 1805-1875 S. BANNOCK ST., DENVER, CO 80223

ESCROW NUMBER: 90180710

Re: All of Blocks A and B, Overland Park Subdivision, City and County of
Denver, State of Colorado.

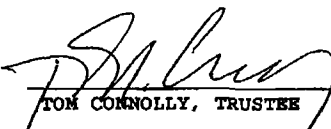
Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if transferor (seller) is a foreign person. To relieve the transferee of any withholding tax obligation with respect to the sale of the Property, the transferor hereby certifies to the transferee the following:

1. That transferor (seller): THE REDEVELOPMENT TRUST, CREATED BY REDEVELOPMENT TRUST AGREEMENT DATED SEPTEMBER 3, 2002 is not a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. That transferor (seller) tax payer identification number or social security number is: 20-8891900
3. That transferor's address is: 390 INTERLOCKEN CRESCENT #490
BROOMFIELD, CO 80021

Transferor understands that this certification may be disclosed to the Internal Revenue Service by various parties to the closing, including but not limited to transferor's attorney, transferee, brokerage agents, and the title company, their successors or assigns, and that any false statement contained herein could be punishable by fine, imprisonment or both.

The undersigned declares that the undersigned has examined this certificate and to the best of the undersigned's knowledge and belief is true, correct and complete and further declares that the undersigned has authority to sign this document on behalf of transferor (seller).

THE REDEVELOPMENT TRUST, CREATED BY REDEVELOPMENT TRUST AGREEMENT
DATED SEPTEMBER 3, 2002

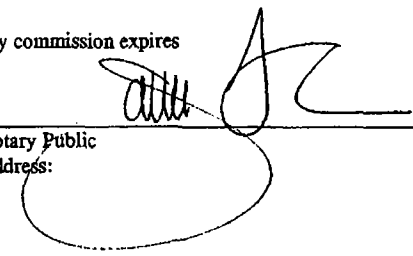

TOM CONNOLLY, TRUSTEE

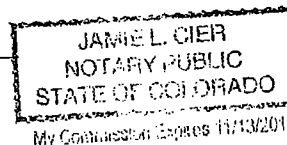
State of COLORADO)
County of) ss.

The foregoing instrument was acknowledged before me this 3rd day of May, 2007
by TOM CONNOLLY AS TRUSTEE OF THE REDEVELOPMENT TRUST, CREATED BY
REDEVELOPMENT TRUST AGREEMENT DATED SEPTEMBER 3, 2002.

My commission expires

. Witness my hand and official seal.


Notary Public
Address:



INFORMATION FOR REAL ESTATE 1099-S REPORT FILING

As required by the Internal Revenue Service

SOLICITATION

Section 6045 of the Internal Revenue Code, as amended by the Tax Reform act of 1986, requires the reporting of certain information to the IRS on real estate transactions. This information may also be sent to other third parties. You are required by law to provide the settlement agent with your correct taxpayer identification number. If you do not provide the settlement agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

File No. 90180710

Taxpayer ID Type: 1 (1=business, 2=individual)

INDIVIDUAL/BUSINESS NAME:

The Redevelopment Trust,
Created by Redevelopment Trust Agreement dated
September 3, 2002
390 Interlocken Crescent #490
Broomfield, CO 80021

Tax Identification No.: 20-8891900

TRANSACTION INFORMATION

Closing Date: May 3rd, 2007
Contract Sales Price: \$ 1,698,840
Description of Property: 1805-1875 S. Bannock St., Denver, CO 80223

Has the seller received (or will receive) property (other than cash and consideration treated as cash) or services as a part of the consideration for this transaction? Answer Y for Yes; N for No: N

If multiple Sellers – Request is hereby made that you allocate the sales price among the sellers as follows: N/A

CERTIFICATION

Under penalties of perjury, I certify that the number shown on this form is my correct Taxpayer Identification Number. I also certify that the other information shown herein is correct. I acknowledge receipt of this form

DATE: May 3rd, 2007

The Redevelopment Trust,
Created by Redevelopment Trust Agreement dated
September 3, 2002

By: 

Tom Connolly, Trustee

SETTLEMENT AGENT INFORMATION

Stewart Title of Colorado
50 S. Steele Street, Suite 600
Denver, CO 80209
Phone: (303)331-0333
Taxpayer ID Number: 84-1052192

This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported

INFORMATION WITH RESPECT TO A CONVEYANCE OF A COLORADO REAL PROPERTY INTEREST

1. Name(s) and address of transferor(s): THE REDEVELOPMENT TRUST, CREATED BY
REDEVELOPMENT TRUST AGREEMENT DATED SEPTEMBER 3, 2002
390 INTERLOCKEN CRESCENT #490, BROOMFIELD, CO 80021
2. Transferor is (check one): ☐ individual ☐ estate ☐ Other (specify) _____
☐ corporation ☒ trust
3. Social Security Number(s) or Colorado account number of transferor: 20-8891900
4. Federal employer identification number of transferor: _____
5. Type of property sold: VACANT LAND
6. Address or legal description of property sold: 1805-1875 S. BANNOCK ST., DENVER, CO 80223

7. Date of closing: _____
8. Selling price of the property\$ 1,698,840.00
9. Selling price of this transferor's interest\$ 1,698,840.00
10. If Colorado tax was withheld, check this box ☐
11. Amount of Tax Withheld\$ 0.00
12. If withholding is not made, give reason (check one):
a. Affirmation of Colorado residency signed _____ ☐
b. Affirmation of permanent place of business signed _____ ☒
c. Affirmation of principal residence signed _____ ☐
d. Affirmation of partnership signed _____ ☐
e. Affirmation of no tax reasonably estimated to be due or no gain on sale signed _____ ☐
f. No net proceeds ☐
13. Name, address, and telephone number of the title insurance company or other person providing closing and settlement services with respect to this transfer: STEWART TITLE OF DENVER, INC.
50 SOUTH STEELE, SUITE 600, DENVER, COLORADO 80209

File this form together with form 1079, if applicable, within 30 days of the closing date with the
COLORADO DEPARTMENT OF REVENUE
1375 Sherman Street
Denver, CO 80261

AFFIRMATION OF COLORADO RESIDENCY

I (we) hereby affirm that I am (we are) the transferor(s) or the fiduciary of the transferor of the property described on this Form 1083 and that as of the date of closing I am (we are) or the estate or the trust is a resident of the State of Colorado.

Signed under the penalty of perjury:

Signature of transferor or fiduciary

Date

Spouse's signature if applicable

Date

AFFIRMATION OF PERMANENT PLACE OF BUSINESS

I hereby affirm that the transferor of the property described on this Form 1083 is a corporation which maintains a permanent place of business in Colorado.

Signed under the penalty of perjury:



Signature of corporate officer

5/3/07

Date

AFFIRMATION OF SALE BY PARTNERSHIP

I hereby affirm that the transfer of property described on this Form 1083 was sold by an organization defined as a partnership under section 761(a) of the Internal Revenue Code and required to file an annual federal partnership return of income under section 6031(a) of the Internal Revenue Code.

Signed under the penalty of perjury:

Signature of general partner

Date

AFFIRMATION OF PRINCIPAL RESIDENCE

I (we) hereby affirm that I am (we are) the transferor(s) of the property described on this Form 1083 and immediately prior to the transfer it was my (our) principal residence which could qualify for the exclusion of gain provision of section 121 of the internal revenue code.

Signed under the penalty of perjury:

Signature of transferor

Date

Spouse's signature if applicable

Date

AFFIRMATION OF NO REASONABLY ESTIMATED TAX TO BE DUE

I (we) hereby affirm that I am (we are) the transferor(s) or an officer of the corporate-transferor or a fiduciary of the estate or trust-transferor of the property described on the front side of this form, and I (we) further affirm that there will be no Colorado income tax reasonably estimated to be due on the part of the transferor(s) as the result of any gain realized on the transfer.

Please understand before you sign this affirmation that nonresidents of Colorado are subject to Colorado tax on gains from the sale of Colorado real estate to the extent such gains are included in federal taxable income.

Signed under the penalty of perjury:

Signature of transferor, officer, or fiduciary

Date

Spouse's signature if applicable

Date

Exhibit C

POST-CLOSING PURCHASE PRICE ADJUSTMENT AGREEMENT

This Post-Closing Purchase Price Adjustment Agreement ("Agreement") is entered into this 3rd day of May, 2007, between The Redevelopment Trust, created by Redevelopment Trust Agreement dated September 3, 2002 ("Seller") and Cook 363, LLC, a Colorado limited liability company ("Buyer").

RECITALS

WHEREAS, Seller and Jon Cook, with right to assign, entered into that certain Contract to Buy and Sell Real Estate (Vacant Land - Farm - Ranch) on October 24, 2006 (the "Contract"); and

WHEREAS, Jon Cook assigned his interest in the Contract to Cook 363, LLC pursuant to that certain Assignment of Purchase Contract dated March 12, 2007; and

WHEREAS, the stated purchase price in the Contract was \$1,698,840.00, which was computed based upon the property containing 261,360 net square feet multiplied by \$6.50 per square foot; and

WHEREAS, the Contract contains a purchase price adjustment clause providing for the purchase price to be adjusted in the event the survey reflects a greater or lesser amount than 261,360 net square feet; and

WHEREAS, the survey reflects that the property is 253,780.56 net square feet; and

WHEREAS, at closing, Buyer paid Seller the purchase price based on 261,360 net square feet rather than 253,780.56 net square feet as reflected in the survey.

COVENANTS

NOW, THEREFORE, in consideration of the promises and mutual obligations set forth in the Contract, herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and Buyer hereby agree as follows:

1. The parties agree that the purchase price should be adjusted from \$1,698,840.00 to \$1,649,573.64 based on the net square footage of the property.

2. Seller agrees to refund Buyer with a check in the amount of ~~\$49,266.36~~ for the excess purchase price that was paid at closing upon receipt of corresponding refund checks from brokers based on the same purchase price adjustment.

3. At the direction of Buyer, Seller has been instructed to make the check payable to RTT Investments, LLC instead of Cook 363, LLC.

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CK. NO. 124
DATE 5/10/07

4. This Agreement may be executed in counterparts, each of which shall be deemed a duplicate original. Faxed or emailed signatures shall be effective for purposes of executing this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

SELLER:

The Redevlopment Trust, created by
Redevlopment Trust Agreement dated September
3, 2002

By: 
Tom Connolly, Trustee

BUYER:

Cook 363, LLC, a Colorado limited liability
company

By: 
Steve Taylor, Manager